

**POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- ☒ U.S. Patent No. 6,881,197
☐ U.S. Application No. _____, filed on _____

hereby appoints all Shay Glenn LLP attorneys registered to practice before the United States Patent and Trademark Office, as associated with:

Customer No. 66854

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

(complete one of the following)

- ☒ a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
☐ the Assignment from _____, recorded on _____ at reel/frame _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

CHANGE OF CORRESPONDENCE ADDRESS

Direct all correspondence and telephone calls to:

Name	James R. Shay					
Address	Shay Glenn LLP					
Address	2755 Campus Drive, Suite 210					
City	San Mateo	State	CA	Zip	94403	Customer No.: 66854
Country	USA	Telephone	650.212.1700	Fax	650.212.7562	

ASSIGNEE: ReVision Optics, Inc.

Name: Keith Holliday, Vice President, Research & Development

Signature: _____

Keith Holliday

Dated: _____

18th December 2007

ASSIGNMENT OF PATENTDocket Number: **10547-707.501**

This Assignment of Patent is between: **Alok Nigam**, of Trabuco Canyon, CA, hereinafter referred to as "Assignor" and **ReVision Optics, Inc.**, a corporation of the State of Delaware, having a place of business at 25651 Atlantic Ocean Drive, Suite A-1, Lake Forest, CA 92630, (hereinafter termed "Assignee").

WHEREAS Assignor has invented certain new and useful improvements in:

"SUTURELESS IMPLANTABLE DEVICE AND METHOD FOR TREATMENT OF GLAUCOMA"

for which a United States Patent was issued on April 19, 2005, as U.S. Patent No. 6,881,197.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignor (all collectively hereinafter termed "said invention"), and in and to any and all patents, Assignor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee:

Dated: 12.17.07
ALOK NIGAM